

AGENDA

Committee on Ways and Means AGENDA FOR NOVEMBER 29, 2021 AT 4:00 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

BASED ON GUIDELINES FROM THE CENTERS FOR DISEASE CONTROL & THE CURRENT LEVEL OF HOSPITALIZATIONS,
COUNCIL PRESIDENT SPADAFORÉ IS REQUESTING MEMBERS OF THE PUBLIC, CITY STAFF AND COUNCIL MEMBERS
WEAR FACE COVERINGS AT MEETINGS OF THE CITY COUNCIL AND THEIR COMMITTEES.

Council Member Wood, Chairperson

Council Member Hussain, Vice Chairperson

Council Member Spadafore, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. November 5, 2021
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Grant Acceptance; Sobriety Court Grant
 - C. RESOLUTION - Grant Acceptance; Cities for Financial Empowerment Fund Small Business Boost
 - D. RESOLUTION - Grant Acceptance; Michigan State Housing Development Authority Annual Renewal
 - E. RESOLUTION -Grant Acceptance; Michigan State Housing Voucher Services Program
 - F. RESOLUTION - Grant Acceptance; Human Relations and Community Services Emergency Housing Services COVID
 - G. RESOLUTION - Grant Acceptance; Lansing Police Department Byrne Justice Assistance Grant (JAG) for Mikey 23 Foundation
 - H. RESOLUTION - Grant Acceptance; Office of Highway Safety Planning Grant
- 6. Other**
- 7. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



MINUTES
Committee on Ways and Means
Friday, November 5, 2021 @ 3:30 p.m.
City Council Conference Room

CALL TO ORDER

The meeting was called to order at 3:30 p.m.

PRESENT

Council Member Carol Wood, Chair
Council Member, Adam Hussain, Vice Chair
Council Member Peter Spadafore, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Jim Smiertka, OCA
Heather Sumner, OCA
Lisa Hagen, OCA
Joe Abood, OCA
Eric Brewer, Internal Auditor
Joe McClure, LPD
Jake Brower, Budget Director
Captain Backus, LPD

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM OCTOBER 15, 2021 AS CORRECTED. MOTION CARRIED 3-0.

Public Comment

No public comment at this time; no public present.

Discussion/Action:

RESOLUTION – Grant Acceptance; Automobile Theft Prevention Authority Grant

Mr. McClure noted that 50% of the amount is matching, and the other 50% is funds from MSP. This grant will support the salary and wages for a dedicated detective, vehicle use, and office supplies for that detective. In last grant year there were 560 cases and 87 arrest warrants issued. Council Member Wood asked for the number of recoveries and Mr. McClure noted 109 in the 1st quarter, 131 2nd quarter, 87 3rd quarter and 117 in the 4th quarter.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT.

Council Member Wood asked if this was money appropriated in the budget, and Mr. McClure stated it was not.

MOTION CARRIED 3-0.

Council Member Wood asked if started utilizing the funds yet, and Mr. McClure stated they have not.

RESOLUTION – Grant Acceptance; Byrne Justice Assistance Capital Area Response Effort (CARE) Unit Grant

Mr. McClure stated the Committee that the purposed grant is to promote victim safety at \$127,992 with no match requirement. The intention is to utilize for victim assistance in form of short term hotels, security deposits for victims that were displaced, gas cards for victims, and home security items and process serving. This will require a new contract employee to oversee the grant and this is the first of these types of grants from MSP that LPD has gotten. It was noted this will be in addition to the three (3) staff from the MDHHS Grant. Council Member Wood asked if this was for a civilian hire, and was confirmed it would be and a full time contracted employee. Council Member Wood asked what they anticipated in the future for additional funding to continue this position. Captain Backus stated there is nothing guaranteed but they hope it will be continued.

Council Member Wood asked if this was money appropriated in the budget, and Mr. McClure stated it was not.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE; BYRNE JUSTICE ASSISTANCE CAPITAL AREA RESPONSE EFFORT CARE UNIT GRANT. MOTION CARRIED 3-0.

RESOLUTION – Appropriation Acceptance; State of Michigan Funds for staffing Lansing Police Department Cold Case Unit and for the purchase and installation of security cameras and other public safety improvements.

Mr. Brower confirmed that recently the State passed their annual budget, and part of that were two appropriations one being \$75,000 to the Police Department based on the criteria listed in the budget. This is for the purpose of staffing a cold case unit. The 2nd appropriation is \$1 million to a City, and the City of Lansing matches all the criteria in the budget for public safety and public safety measures around the State Capitol. Overall the \$75,000 will cover staffing to work on the 75 unsolved homicide cases that remain unsolved after 1 year. The \$1 million will go towards the installation of install of security cameras, and covering the costs the City incurred recently and moving forward to help with security at the State Capitol. Council Member Spadafore asked if this is a reimbursement for cameras already installed in that area, and Captain Backus confirmed nothing has been installed yet. Council Member Hussain asked if this is to upgrade current City cameras or install new ones. Captain Backus confirmed this is for additional, and there is already a plan in place to update the existing one. Council Member Wood asked if these were specific to downtown. Captain Backus acknowledged downtown is a priority, but can be used for safety areas in the neighborhoods as well. Council Member Spadafore stated to the Committee members his understanding was that it was to reimburse the City for the enforcement they have done over the last year around the Capitol. Council Member Hussain voiced his concerns with the only focus being downtown and not the City overall, since during the last year officers were pulled from the neighborhoods to assist with enforcement downtown. Council Member Wood asked for a clear explanation to the neighborhoods.

Mr. Brower attempted to explain to the Committee that by utilizing these funds specifically for the downtown area, that will free up funds already intended for that area to go out into the

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neighborhoods and increase those funds. He added there are very specific guidelines to the grant and they will have to look at the final guidelines to make sure they abide by those requirements.

The Committee discussed amendments to the resolution before passage to clarify it to the public. The consensus of the Committee was to add the following to the resolution:

Whereas, costs incurred at the Capitol diverts city of Lansing public safety resources away from other needs in the city, the grant in Sec. 1096(141) of 2021 Public Act 87 allows allocation of resources to other priority neighborhoods and locations.

Captain Backus stated this position is intended to be a contracted research analysis position.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE APPROPRIATION ACCEPTANCE FOR THE STATE OF MICHIGAN FUNDS FOR STAFFING LANSING POLICE DEPARTMENT COLD CASE UNIT AND FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AND OTHER PUBLIC SAFETY IMPROVEMENTS. MOTION CARRIED 3-0.

DISCUSSION – City Attorney Report on Claim Settlements above \$25,000 per Resolution 420 of 2003.

Mr. Smiertka asked to go into closed session.

OTHER

CLOSED SESSION

MOTION BY COUNCIL MEMBER SPADAFORE TO GO INTO CLOSED AT 3:57 p.m. Pursuant to MCL 15.268(h) of the Open Meetings Act, I hereby move that we recess into closed session to consult with the City Attorney to consider material exempt from discussion or disclosure by state statute. Specifically, to discuss a written legal opinion and written material from the City Attorney provided under attorney-client privilege and attorney work-product, and which is also exempt from disclosure under the Freedom of Information Act pursuant to MCL 15.243 (g).

MOTION CARRIED ROLL CALL VOTE.

RECONVENE AT 4:16 P.M.

The Committee determined the next meeting of the Committee would be on Monday, November 29, 2021 at 4:00 p.m. due to a conflict on November 19th with Silver Bells.

ADJOURN

Adjourned at 4:19 p.m.

Submitted by,

Sherrie Boak, Council Office Manager

Lansing City Council

Approved by the Committee _____



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/22/2021

GRANT NAME: Michigan Drug Court Grant Program

DEPARTMENT: 54A District Court- Probation

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Anethia Brewer (517) 483-4538

APPLICATION DATE: May 31, 2021

AWARD DATE: September 30, 2021

GRANT CYCLE: October 1, 2021 – September 30, 2021

Check One: ☒ Annual

☐ One-Time

FUND AMOUNT: \$34,999.62 (Breakdown below should total this amount)

GOODS & SERVICES	\$13,691.75
PERSONNEL	\$15,099.62
CONSTRUCTION	<u>\$0.00</u>
LAND	\$0.00
OTHER (Training)	\$610

CITY MATCH (IF APPLICABLE): \$

GRANT PAYS FOR: A part-time probation officer, contractual services to assist offenders with the costs of treatment and testing, attendance of the annual conference for Michigan Association of Treatment Court Professionals by 2 members of the specialty court team, and supplies for graduation ceremonies.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

To assist 54A District Court's Sobriety Court participants with the financial components of this very intensive program to help them achieve success. The part-time probation officer assists with caseload supervision to allow the Sobriety Court Case Manager to focus on the participants in the program. Training is a crucial component of maintaining best practices.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following grant award amounts for the following purpose:

\$34,999.62 State Grant Revenue	273.000000.547000.17217
\$19,227.00 Temporary Help	273.132201.707000.17217
\$1,470.87 Fringe Benefits-Variable	273.132201.715400.17217
\$13,628.75 Contractual Services	273.132201.743000.17217
\$63.00 Supplies	273.132201.742000.17217
\$610.00 Training	273.132201.747000.17216

To assist in the basic funding of 54A District Court's Specialty Court, for things such as temporary help, with grant resources from Michigan Drug Court Grant Program administered by the State Court Administrative Office. The grant period is October 1, 2021 through September 30, 2022.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Cities for Financial Empowerment Fund: Small Business Boost

DEPARTMENT: Department of Neighborhoods & Citizen Engagement (Office of Financial Empowerment)

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton

APPLICATION DATE: 9/21/21 AWARD DATE: 10/12/21

GRANT CYCLE: 18 months (9/2021 – 3/2023) Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$90,000 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL FEC \$50,000

OPERATIONS FEC \$20,000

CONTRACT WITH LEAP \$ 17,000

OTHER (Training) \$ 3,000

\$90,000

CITY MATCH (IF APPLICABLE): \$ N/A

GRANT PAYS FOR:

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The purpose of the grant is to integrate personal 1-on-1 financial counseling with LEAP's programs for current and aspiring small businesses owners, particularly those who are female, veterans, persons of color, refugees, or other vulnerable groups. We will do this by increasing financial counseling staff at the Financial Empowerment Center at Cristo Rey Community Center, and/or cross-training LEAP staff in financial counseling. We will study the impacts on business success, general financial well-being, and access to credit.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing was selected on October 12, 2021 to receive a Cities for Financial Empowerment Fund (CFE Fund) grant for “Small Business Boost” for \$90,000;

WHEREAS, the City of Lansing’s Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen applied for a grant to develop a targeted Financial Empowerment Center (FEC) integration focused on integrating FEC financial counseling with local small business and entrepreneurship support systems;

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on September 21, 2021, approved on October 12, 2021, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for \$90,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of \$90,000.00 for the grant period beginning at council approval for the City of Lansing.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/20/2021

GRANT NAME: Michigan State Housing Development Authority Emergency Housing Voucher (EHV) service
program

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Director Kim Coleman 483-4482

APPLICATION DATE: Renewals

AWARD DATE: Grant start date-10/1/2021

FUND AMOUNT: \$ 548,837

CITY MATCH (IF APPLICABLE): None

GRANT CYCLE: One year cycle (see attached) Check One: Annual

One-Time



GRANT PAYS FOR: Ongoing support to communities carrying out the mission of preventing and ending homelessness in Michigan. The City is the collaborative applicant for the Ingham County CoC agencies that receives funding to provide a emergency shelter. This grant also provides support for the Housing Assessment and Resource Agency (HARA) which is the centralized intake system for those experiencing a housing crisis in Ingham County.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

* See Attached

From: Oles, Stephanie (MSHDA) <OlesS@michigan.gov>
Sent: Wednesday, June 30, 2021 4:16 PM
To: Susan E. Cancro; Meaghan Redd; Young, Toni; Urista, Katrina
Subject: [EXTERNAL] 2021-2022 ESG Award, Ingham

Importance: High

MEMORANDUM

June 30, 2021

To: CoC Chairperson, Coordinator, Fiduciary

From: Stephanie Oles
MSHDA Homeless Assistance Specialist

Re: 2021-2022 Emergency Solutions Grant Allocation

Congratulations! MSHDA will be awarding the Ingham County CoC, Capital Region Housing Collective **\$548,837** in Emergency Solution Grant funding for the 2021-2022 grant term.

This award involves **two ESG applications** and will be **disbursed through two grants**:

- **The ESG federal grant totaling \$299,837**
- **The ESG MSHDA grant totaling \$249,00**

The ESG 2021-2022 NOFA and other key documents can be found on the MSHDA ESG home page at:
[MSHDA - Funding Opportunities \(michigan.gov\)](#)

Please also remember:

- A *minimum* of 40% of the total grant amount must be awarded to the HARA to be used for financial assistance and case management (both prevention and re-housing).
- A *minimum* of 20% of the 40% must be applied directly to RRH financial (leasing) assistance.
- Admin cap is 7.5% of total ESG allocation.
- HMIS cap is 10% of the total ESG allocation
- Shelter funding includes shelter operations and shelter essential services, i.e., case management. Funding to shelters is **capped at 30% of the total grant amount**. If a Planning/CoC Body has shelters receiving over 30% of the total grant amount, this amount must be reduced 5% annually until the shelter operations/essential services cap of 30% is reached.
- Funding to the HARA must increase equal to or higher than the highest percent increase given to any sub-grantee.
- ESG DV dollars have been turned over to DHHS. CoC bodies **cannot allocate any of their award money to DV agencies** to administer.
- No grants will be awarded to sub-grantees under \$10,000.

NOTE:

The deadline for the application to be submitted, is July 30, 2021

(if more time is needed, please contact me).

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**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Department of Human Relations and Community Services (HRCS) was renewed as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2021-2022 Emergency Solutions Grant Notice of Funding Availability (NOFA) process; and

WHEREAS, the HRCS is planning to manage the Emergency Services Grant (ESG) and apply for any available new funding for at least the following agencies: Child and Family Charities - Gateway Division, Haven House, Advent House Ministries, Loaves and Fishes Ministries, Holy Cross Services, and the HRCS- HMIS and Grant Administration funds. This is a one-year renewal to support the existing Continuum of Care initiatives; and

WHEREAS, the HRCSD will manage the MSHDA funds for an amount at least \$548,837 total; and

WHEREAS, MSHDA is not requiring any cash and/or in-kind match for the 2021-2022 MSHDA NOFA;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant renewal as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing or designee to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/20/2021

GRANT NAME: Michigan State Housing Development Authority Emergency Housing Voucher (EHV) service program

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Director Kim Coleman 483-4482

APPLICATION DATE: Renewals

AWARD DATE: Grant start date-10/1/2021

FUND AMOUNT: \$ 111,000

CITY MATCH (IF APPLICABLE): None

GRANT CYCLE: One year cycle (see attached) Check One: Annual

One-Time



GRANT PAYS FOR: Ongoing support to communities carrying out the mission of preventing and ending homelessness in Michigan. The City is the collaborative applicant for the Ingham County CoC agencies that receives funding to provide a limited number of Emergency Housing Vouchers to eligible participants. This grant provides support for the Housing Assessment and Resource Agency (HARA) which Holy Cross Services to provide facilitation of the EHV service program.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

* See Attached



STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Mr. Andy Schor, Mayor
City of Lansing
HRCS
124 W. Michigan Avenue 4th Floor
Lansing, MI 48933-1234

RE: **Announcement of Funding Award Grant #HML-2021-City of -384-EHV**

Dear Mr. Schor:

Congratulations! The Michigan State Housing Development Authority (MSHDA) has approved your request for Emergency Housing Voucher (EHV) service funds in the amount of \$111,000. The grant term is 06/01/2021 to 09/30/2023.

Please print two copies of the Grant Agreement and the Authorized Signature Designation Form and sign all documents.

The terms of the American Rescue Plan Act of 2021 and related HUD guidance allow eligible expenses reimbursement to the Grantee for EHV expenditures incurred as early as June 1, 2021, provided those expenditures were made for the specific purposes described in the Grant Agreement. No payment nor reimbursement for eligible expenses shall be made for EHV work performed or accruing, nor assistance benefits or subsidies paid for or on behalf of EHV applicants prior to June 1, 2021, and only qualifying expenditures made between June 1, 2021 and the date of signature hereof, are eligible for reimbursement out of grant funds.

Both copies of the documents listed above must be signed and returned to MSHDA at the address shown below. As time is of the essence for this program, please scan a copy of the signed documents and send documents with original signatures via standard mail to Stephanie Oles at the address shown below. The Director of Rental Assistance and Homeless Solutions will sign, and one complete set of the grant documents will be returned to you.

Mail To: Stephanie Oles
Michigan State Housing Development Authority
Rental Assistance and Homeless Solutions Division
735 E Michigan Ave
Lansing, MI 48912

If you have any questions, please contact Stephanie Oles, MSHDA Homeless Assistance Specialists at (517) 241-8591 or oless@michigan.gov.

Sincerely,

Kelly Rose, Chief Housing Solutions Officer
Rental Assistance and Homeless Solutions

Attachments

DRAFT

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Department of Human Relations and Community Services (HRCS) was renewed as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2021-2022 Emergency Housing Voucher (EHV) service funds; and

WHEREAS, the HRCS is planning to manage the Emergency Housing Voucher (EHV) service funds and apply for any available new funding for at least the following agency: Holy Cross Services, and the HRCS- HMIS and Grant Administration funds. This is a one-year program to support the existing initiative in Ingham County; and

WHEREAS, the HRCSD will manage the MSHDA funds for an amount at least \$111,000 total; and

WHEREAS, MSHDA is not requiring any cash and/or in-kind match for the 2021-2022 MSHDA NOFA;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant renewal as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing or designee to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/21/2021

GRANT NAME: Michigan State Housing Development Authority Emergency Housing Voucher (EHV) service program

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Director Kim Coleman 483-4482

APPLICATION DATE: Renewals

AWARD DATE: Grant start date-3/1/2020 - 9/30/2022

FUND AMOUNT: \$ amended total \$1,928,669.00

CITY MATCH (IF APPLICABLE): None

GRANT CYCLE: One year cycle (see attached) Check One: Annual

One-Time



GRANT PAYS FOR: Michigan State Housing Development Authority has awarded \$886,145 to the City of Lansing as the fiduciary agency for the Ingham County Continuum of Care: serving homeless and at risk of becoming homeless populations by working to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and supporting additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19 in Ingham County through 9/30/2022.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

* See Attached

Grantee: City of Lansing

Amendment #: 1

Grant #: HML-2020-City of -384-C19

Effective Date: 02/25/2021

New Budget

Component-Activity	Approved Funds
ESG Funds	
Street Outreach	\$0.00
Emergency Shelter - Shelter Operations	\$51,370.00
Emergency Shelter - Essential Services	\$355,682.00
Homeless Prevention - Financial Assistance	\$295,464.00
Homeless Prevention - Case Management	\$308,604.00
Rapid Re-Housing - Financial Assistance	\$336,473.00
Rapid Re-Housing - Case Management	\$410,754.00
HMIS	\$10,000.00
Administrative Costs	\$160,322.00
HARA Operational Expenses	\$0.00
GRAND TOTAL	\$1,928,669.00

Grantee: City of Lansing

Amendment #: 1

Grant #: HML-2020-City of -384-C19

Effective Date: 2/26/2021

Program Description:

Michigan State Housing Development Authority has awarded \$1,928,669.00 to the City of Lansing as the fiduciary agency for the Ingham County Continuum of Care: serving homeless and at risk of becoming homeless populations by working to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and supporting additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19 in Ingham County from 3/01/2020 through 9/30/2022. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG-CV grant funds.

DRAFT

**BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Department of Human Relations and Community Services (HRCS) was renewed as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2021-2022 Emergency Solutions Grant Notice of Funding Availability (NOFA) process; and

WHEREAS, the HRCS is planning to manage the Emergency Services Grant (ESG) COVID and apply for any available new funding for at least the following agencies: Child and Family Charities - Gateway Division, Haven House, Advent House Ministries, Holy Cross Services, and the HRCS- HMIS and Grant Administration funds. This is a special grand in response to the global pandemic

WHEREAS, the HRCSD will manage the MSHDA funds for an amount at least \$1,928,669.00 total; and

WHEREAS, MSHDA is not requiring any cash and/or in-kind match for the 2020-2022 MSHDA ESG-CV NOFA;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant renewal as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing or designee to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.



LANSING CITY COUNCIL
GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 12/19/21

GRANT NAME: MSP JAG Mikey 23

DEPARTMENT: Lansing Police Department

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.mcclure@lansingmi.gov 483-4808)

APPLICATION DATE: August, 2021

AWARD DATE: September 27, 2021

GRANT CYCLE: 10/1/2021 – 09/30/2022

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$39,975 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL \$0.00

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (subrecipient Mikey 23 Foundation \$39,975.00

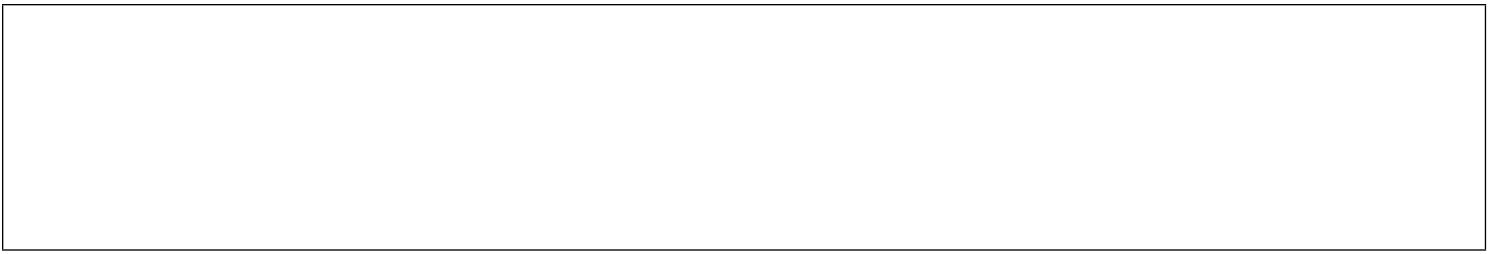
CITY MATCH (IF APPLICABLE): N/A

GRANT PAYS FOR: Overtime and related fringe benefits of law enforcement officers

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

This grant program area is designed to foster proactive, positive interaction among criminal justice agencies, local organizations, and the communities they serve. Early intervention, mentoring programs, alternatives to incarceration, and community outreach can offer positive and proactive opportunities to bridge the gap between criminal justice personnel and community members.

Funds from this grant will be use to purchase tools and equipment of the construction industry trade.





STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 27, 2021

Ms. Rosalind Arch
Lansing Police Department
120 West Michigan Avenue
Lansing, Michigan 48933

RE: MSP # JAG-72497-Lansing Police Department-2022
Lansing Police/Mikey23 Community Service Partnership

Dear Ms. Arch:

I am pleased to inform you that the Lansing Police Department's Byrne Justice Assistance Grant (JAG) application to the Michigan State Police (MSP), Grants and Community Services Division, has been selected to receive funding. **The federal award, pending modifications to your application, for your fiscal year 2022 project is \$39,975.**

This award requires you to complete any requested modifications found in the "Comments to Applicant" section in your grant application in MAGIC+ no later than October 15, 2021. Once this is completed, you will receive an email from our office advising you of the procedure for accepting a contract with the MSP.

Once the modifications are accepted, the contract must be accepted in MAGIC+ by no later than 5 p.m. EST on October 27, 2021. If your award is not accepted by that date, your grant will be denied unless you have notified us of extenuating circumstances.

It is a legal requirement of this grant that your agency and any subcontractors agree to give recognition to the MSP and the U.S. Department of Justice in any and all publications, papers, press releases, and presentations arising from the funded project. The required disclaimer is included in Section VIII of your Grant Agreement in the MAGIC+ system. This language reads:

"This project was supported by Byrne JAG # 2019-MU-BX-0061 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

If you have any questions or concerns about the new requirements, please contact your grant advisor, Ms. Leslie Wagner, at WagnerL2@michigan.gov. We look forward to working with you.

Sincerely,

Nancy Becker Bennett, Division Director
Grants and Community Services Division

BYRNE JUSTICE ASSISTANCE GRANT (JAG) CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

City of Lansing

124 W. Michigan Ave. , Lansing, Michigan 48933

Federal I.D. #: 38-6004628

hereinafter referred to as the "Contractor"

for

Lansing Police Department

Lansing Police/Mikey23 Community Service Partnership

MSP Project Number: JAG-72497-Lansing Police Department-2022

I. Period of Agreement:

This Agreement shall commence on **10/01/2021** and continue through **09/30/2022**.

This Agreement is in full force and effect for the period specified .

All projects must be initiated within 60 days of the start date of this Agreement.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations :

- A. Including federal funds and required local match, the total amount of this Agreement is \$39,975.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$39,975.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.738.
- D. The CFDA Title is Formula Edward Byrne Memorial Justice Assistance Grant Program .
- E. The federal agency name is U.S. Department of Justice, Bureau of Justice Assistance.
- F. The federal grant award number is 2019-MU-BX-0061.
- G. The federal program title is Byrne JAG State FY 2022.

III. Grant Summary:

The Contractor's Grant Summary is outlined in Attachment 1, which is part of this Agreement through reference .

IV. Statement of Work:

The Contractor agrees to undertake, perform and complete the services described in Attachment 2, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment in the Department's e-grants system, Michigan Automatic Grant Information Connection Plus (MAGIC+), available at <https://msp.intelligrants.com>.

V. Project Timeline:

The Contractor agrees to undertake, perform and complete the services within the timeline described in Attachment 2-A, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachments 3-A and 3-B, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment in MAGIC+.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing, via MAGIC+, to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if made in MAGIC+ and accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Byrne JAG State FY 2022 # 2019-MU-BX-0061, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting a FSR for each month of the Agreement period, as specified in MAGIC+. The various FSRs are outlined below:

a. Monthly FSR:

Monthly FSRs must be prepared and submitted to the Department in MAGIC+, no later than 30 days after the close of each calendar month. An example is found in Attachment 5, which is part of this agreement through reference. Each month's reimbursement request may only contain expenses from that month. Reimbursement requests that include more than one month's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

b. Obligation Report:

An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date in MAGIC+. In this report, the Contractor will provide to the Department an estimate of total expenditures for the MAGIC+ date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.

c. Final FSR:

A Final FSR is due 30 days following the end of the fiscal year or Agreement period specified in MAGIC+. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. Program Income:

The US DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long

as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GRANTS-208B) are to be filed quarterly in MAGIC+.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GRANTS-208A) in MAGIC+ within 30 days of the acceptance of this Agreement.

5. Audits:

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. Single Audit:

Contractors that expend \$500,000 or more in federal awards in the current fiscal year or expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014 must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. Financial Statement Audit:

Contractors exempt from the Single Audit requirements that receive \$500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. Due Date and Submission Information:

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. Penalty:

i. Delinquent Single Audit or Financial Statement Audit:

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter:

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. Other Audits:

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

E. Performance/Progress/PMT Report Requirements:

The progress reporting methods, as applicable, shall be followed as described in Attachment 4, which is part of this Agreement through reference.

Progress reporting is due no later than 20 days after the end of each quarter through the federal Performance Measurement Tool (PMT) system located at <https://bjapmt.ojp.gov/>. This link, as well as a user login and password, will be provided in MAGIC+ within 45 days of the start date of the Agreement.

When applicable, additional programmatic Progress Reports are due in MAGIC+ no later than 20 days after the end of each quarter.

F. Equipment Purchases and Title:

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

G. Employee Time Certification:

It is the Contractor's obligation to notify the Department immediately when a Byrne JAG-funded employee (including employees of subcontractors):

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

The Contractor's failure to comply with notification to the Department could result in loss of position funding from the Department.

All Agreement-funded employees, including employees of subcontractors, will complete and submit to the Contractor an executed GRANTS-214, Employee Time Certification form (Attachment 6). The Contractor will

submit the certifications to the Department semi-annually, by attaching this fully executed form to their e-grant in MAGIC+. This form will be provided to the Contractor by the Department.

H. Record Maintenance/Retention:

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

I. Authorized Access:

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

J. Subcontractor/Vendor Monitoring:

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subgrantees are expending grant funds appropriately as approved in the MAGIC+ application and as specified through this Agreement, and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. Subcontracts:

Assure for any subcontracted service, activity or product:

- a. That the Contractor will submit copies of all executed subcontracts in MAGIC+ within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.

- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper month's FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

K. Notification of Modifications:

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

L. Software Compliance:

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

M. Human Subjects:

The Contractor agrees that prior to the initiation of research, the Contractor will submit Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to a federally assured IRB for review and approval. All paperwork involving the IRB must be submitted to the Department.

N. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

O. Byrne JAG Local Funding:

The Contractor, and all of its subcontractors, must apply for any and all direct Byrne JAG funding from the DOJ for which it is eligible. The failure to submit the application is reason for termination of this Agreement.

IX. Department Responsibilities:

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

X. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is :

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: 517-284-3208
Fax: 517-284-3216
Email: becker@nichigan.gov

XI. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to . Suspension requires immediate action by the Contractor to comply with the terms of this Agreement ; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document .
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date .
- F. This Agreement may be terminated immediately if the Contractor , an official of the Contractor , or an owner is convicted of any activity referenced in Section VIII, N, of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party , within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement . The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement .

XIV. Liability:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department , and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental

immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.

C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XV. Certifications and Assurances:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:

- i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for

literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. Notification:

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. Training:

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall

complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. Monitoring:

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.
8. If the Contractor is a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are

unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records .

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract .
3. The Contractor must only use the protected health data and information for the purposes of this Agreement .
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees .
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement .
- Indirect costs rates or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers .
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.

- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XIX. Conflict of Interest:

The Contractor and Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XX. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXI. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XXII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIII. Contractor Signature:

The Authorized Official's typed name below, in lieu of signature, represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances agreed to prior to application submission .

Name of Authorized Official	Title of Authorized Official
Robert Backus	Captain

GRANT SUMMARY

Attachment 1

JAG-72497-Lansing Police Department-2022

The Lansing Police Department seeks to provide the Mikey23 Foundation equipment to support their youth mentoring program. The foundation teaches construction trade skills to young men while accepting projects which also benefit Lansing neighborhoods. The construction projects focus on dilapidated single family residences within economically challenged neighborhoods.

STATEMENT OF WORK

JAG-72497-Lansing Police Department-2022

This grant proposal seeks to support the community efforts of Mikey23 by providing funding to further their efforts; specifically their effort in the construction trades and neighborhood development. This support will include funding from this grant as well as participation from the police department in an effort to create a positive community partnership, engage youth as well as area mentors and work toward building trust between the police and community. This work has been the foundation for all the positive relationships and the community efforts Mikey 23 is known for. The foundation currently seeks participants between the ages of 9-17 years old. The chance to learn construction skills and use tools alongside a group of mentors from the community has proven to be one of the best examples of leadership and positive influences in a local program specifically aimed at our target demographic. The foundation is growing through word of mouth and from the local recognition of community leaders. Sadly, the popularity of this program grows following a violent incident in the local media since the foundation is known to the community as a positive program to keep youth engaged and educated. The Lansing Police Department was invited by the foundation to take part in the training and education as a way to introduce police and area youth under positive circumstances. The purpose behind this proposal is to provide equipment to assist in managing the growing interest in the program, to increase the capability of the program and provide the equipment needed to sustain the effort. Included in this grant are requests for equipment related to the construction trades program. Funds from this grant will be used to lease a truck and purchase a construction tool trailer to ensure the program has reliable transportation and secure storage for the valuable and necessary tools needed. Additionally, funds will be utilized to purchase power tools needed to complete large construction jobs such as drills, different saws, nail guns, a generator and other often used building equipment and tools. The participants in the program require individual tools for their tasks as well. This includes tool belts, hammers, tape measures, safety equipment and adequate footwear. While this proposal seeks to purchase equipment, the goal of the program is to support a program which not only creates a positive environment for the community youth but also seeks to involve police and foster an atmosphere of teamwork and cooperation between the two groups. This efforts seeks to address the lack of positive interaction and communication between youth, police and area mentors. The result will be an increased level of appreciation as well as cooperation as we (the police) seek to rebuild the community trust which was eroded over the past 18 months both locally and nationally. As a department, in the past we conducted events which lacked a sustained presence and partnership. In addition, our functions lacked a component of teamwork and cooperation. The Mikey23 foundation is built around positive efforts, like rehabilitating dilapidated houses, as a group. This is community, police and youth all engaged in a group project for a noble cause. As with any project, the efforts will be sustained over a longer time period of time and in the end, the group will start and finish together because of their teamwork. Outlined in the problem statement are statistics showing the gun violence problem Lansing is facing. The statistics show the incidents disproportionately affect younger black males. Also included is the number of efforts our gun violence reduction group has tried in hopes of having a well-rounded, proactive and community oriented approach. What is missing and perhaps what is now coming to light, is the community's dedication and passion in their similar efforts to reduce violent crime through community oriented programs run by the type of mentors and role models we have been seeking to partner with the police. This proposal is necessary because efforts such as those currently being conducted by the Mikey23 foundation and attempts to coordinate with local law enforcement are examples of what community policing should look like. In its current state, Mikey23 frequently requests the police to become involved with their activities and efforts and we have made it a priority to be at every session and every event. While the Miket23 foundation has the primary role in operating a program aimed at engaging and mentoring community youth, the Lansing Police Department seeks to play a role in supporting this effort by providing the needed equipment for the efforts and by supplying police officers to work alongside the participants. This funding request is seeking the opportunity to allow the City of Lansing to show financial support in addition to our personal support. The benefit to this program will be similar to the benefits of all our community outreach which is to build relationships and trust with the members of the community we serve. This program has the added benefit supporting a program built around an unsolved homicide and conducting efforts which make an improvement to the neighborhoods themselves. This funding will be used to support the specific equipment needs of the Mikey23 foundation with a focus on items related to the construction trade. The City of Lansing will follow all purchasing requirements of the grant and abide by City of Lansing purchasing policy when expending funds. Through the City of Lansing Police Department, there are the necessary capabilities and competencies to complete these tasks. The leased vehicle will be funded solely for the period identified in this grant. The remaining items will be purchased outright with no future expenses. Future grants will prioritize funding of the leased vehicle. All required reporting will be completed as outlined in the grant requirements. For sustainability, the Mikey23 foundation has an association to a program which accepts 18 year olds into an apprentice program for building trades.

JAG-72497-Lansing Police Department-2022

First Quarter:

1. Identify specific purchases which require a bidding process or sole source request (trailer and vehicle lease specifically)
2. Post and complete requests for bids on any equipment necessary
3. Identify equipment which can be purchased immediately following purchasing guidelines
This includes the items listed under equipment to include: miter saw, generator, mechanic tool sets, reciprocating saw, cordless drills, circular saws, extension ladders, batteries and chargers, framing hammers, safety glasses, safety vests, work boots, step ladders, tape measures, tile saw and tool belts.
4. Distribute equipment which was immediately purchased
5. Meet with potential designers/vendors for website and trailer wrap design
6. Identify current program participant number and monitor for increase

Second Quarter:

1. Complete purchases for any equipment which required a bidding process or sole source request (trailer and vehicle lease specifically)
2. Finalize vendor and design for website and for wrap design
3. Complete web site redesign and wrap design installation
4. Identify current participant numbers
5. Assess program actions and needs
6. Complete required goal and objective reporting

Third Quarter:

1. Identify current participant numbers
2. Assess program actions and needs
3. Identify and Prepare for any sustainability issues (only vehicle cost anticipated)
4. Complete required goal and objective reporting

Fourth Quarter:

1. Identify current participant numbers
2. Report final program actions and needs
3. Secure any future funding identified for sustainability issues
4. Complete required goal and objective reporting
5. Close out grant as per required reporting steps

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET SUMMARY**

Attachment 3-A

MSP PROJECT # JAG-72497-Lansing Police Department-2022

View at 100% or Larger

Use **WHOLE DOLLARS** Only

PROGRAM Lansing Police/Mikey23 Community Service Partnership			DATE PREPARED 10/7/2021		Page 1	Of 1
CONTRACTOR NAME City of Lansing			BUDGET PERIOD From: 10/01/2021 To: 09/30/2022			
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			BUDGET AGREEMENT AMENDMENT # ☐ ORIGINAL ☐ AMENDMENT			
CITY Lansing	STATE Michigan	ZIP CODE 48933	FEDERAL ID NUMBER 38-6004628			
EXPENDITURE CATEGORY						TOTAL BUDGET
1. SALARIES & WAGES			\$0.00	\$0.00		\$0.00
2. FRINGE BENEFITS			\$0.00	\$0.00		\$0.00
3. TRAVEL			\$0.00	\$0.00		\$0.00
4. SUPPLIES & MATERIALS			\$22,975.00	\$0.00		\$22,975.00
5. CONTRACTUAL (Subcontracts/Subrecipients)			\$0.00	\$0.00		\$0.00
6. EQUIPMENT			\$17,000.00	\$0.00		\$17,000.00
7. OTHER EXPENSES			\$0.00	\$0.00		\$0.00
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)			\$39,975.00	\$0.00		\$39,975.00
9. TOTAL EXPENDITURES			\$39,975.00	\$0.00		\$39,975.00
SOURCE OF FUNDS						
10. STATE AGREEMENT			\$39,975.00			\$39,975.00
11. LOCAL				\$0.00		\$0.00
14. TOTAL FUNDING			\$39,975.00	\$0.00		\$39,975.00

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
PROGRAM BUDGET - COST DETAIL SCHEDULE
MSP PROJECT # JAG-72497-Lansing Police Department-2022**

PROGRAM Lansing Police/Mikey23 Community Service Partnership		BUDGET PERIOD		DATE PREPARED 10/7/2021
		From: 10/01/2021	To: 09/30/2022	
CONTRACTOR NAME City of Lansing		BUDGET AGREEMENT		AMENDMENT # N/A
		ORIGINAL	AMENDMENT	

1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY
	1. TOTAL SALARY & WAGES:		

2. FRINGE BENEFITS (Specify)					
FICA	LIFE INS.	DENTAL INS.	COMPOSITE RATE	N/A	
UNEMPLOY INS.	VISION INS.	WORK COMP.	AMOUNT	%	
RETIREMENT	HEARING INS.				
HOSPITAL INS.	OTHER (specify)				
2. TOTAL FRINGE BENEFITS:					

3. TRAVEL	
3. TOTAL TRAVEL:	

4. SUPPLIES & MATERIALS			
Vehicle maintenance			
Cargo Trailer wrap			
Web Site Design			
Trailer Organizer			
12 inch Miter Saw			
Cordless 60v Circular Saw			
Tile Saw			
Cordless Drill (2)			
Battery Reciprocating Saw			
Extra Batteries and Chargers			
2000w Generator Inverter			
Step Ladder (2)			
Extension Ladder (2)			
Basic Mechanic Tool Set (2)			
Tool Belts (25)			
Tape Measure (25)			
Framing Hammer (25)			
Safety Glasses (25)			
Safety Vest			
Steel Toe Work Boot (25)			
4. TOTAL SUPPLIES & MATERIALS:			22975.0000
5. CONTRACTUAL (Specify Subcontracts/Subrecipients)			
<u>Name</u>	<u>Address</u>	<u>Amount</u>	
5. TOTAL CONTRACTUAL:			

6. EQUIPMENT (Specify items)		
Heavy Duty Truck 12 mo. Lease		
Enclosed Cargo Trailer		
6. TOTAL EQUIPMENT:		17000.0000
7. OTHER EXPENSES		
7. TOTAL OTHER:		
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)	8. TOTAL DIRECT EXPENDITURES:	39975.0000
9. TOTAL EXPENDITURES (Sum of lines 8-9)		39975.0000
Use Additional Sheets as Needed		

PERFORMANCE/PROGRESS/PMT REPORT REQUIREMENTS

A. The Contractor shall submit the following reports on the following dates:

Performance Management Tool (PMT) reporting will take place no later than 20 days after the end of each quarter through the federal PMT system located at: <http://www.bjaperformancetools.org>

Additional quarterly progress reports are also required by all Byrne JAG grantees. In addition to the PMT report, grantees must complete the individualized quarterly progress report supplied by the MSP Byrne JAG Section. These reports are available on www.michigan.gov/cjgrants. This report is also due by the 20th of the month following each quarter and must be attached to MAGIC+.

Quarterly due dates are outlined below:

1st Quarter: October 1, 2021 through December 31, 2021	Due Date: January 20, 2022
2nd Quarter: January 1, 2022 through March 31, 2022	Due Date: April 20, 2022
3rd Quarter: April 1, 2022 through June 30, 2022	Due Date: July 20, 2022
4th Quarter: July 1, 2022 through September 30, 2022	Due Date: October 20, 2022

Personnel Time Certifications for grantees paying for personnel with grant funds are due 20 days following every six months.

Personnel Time Certifications are due:

- 1st six months due on July 20, 2022
- 2nd six months due on October 20, 2022

Financial Status Reports (FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. Requests for reimbursement must be submitted for the month in which payment by your agency was made. Dates are outlined below:

10/01/21 - 10/31/21	Due 11/30/21
11/01/21 - 11/30/21	Due 12/30/21
12/01/21 - 12/31/21	Due 01/30/22
01/01/22 - 01/31/22	Due 02/28/22
02/01/22 - 02/28/22	Due 03/30/22
03/01/22 - 03/31/22	Due 04/30/22
04/01/22 - 04/30/22	Due 05/30/22
05/01/22 - 05/31/22	Due 06/30/22
06/01/22 - 06/30/22	Due 07/30/22
07/01/22 - 07/31/22	Due 08/30/22
08/01/22 - 08/31/22	Due 09/30/22
09/01/22 - 09/30/22	Due 10/30/22

An Obligation Report is due no later than August 31. If a Final FSR has been submitted prior to this date, an Obligation Report is not required. The Obligation Report should only include expenditures your agency has obligated for the month of September. Expenses on this report must be obligated in September, but may be paid in September or October. The Final FSR will include expenses your agency has actually paid and does not need to equal your obligation report amount, but may not be over.

B. Any such other information as specified in the Statement of Work, Attachment 2, shall be developed and submitted by the Contractor as required by the Contract Manager.

C. The Contract Manager shall evaluate the reports submitted as described in Attachment 4, Items A and B for their completeness and adequacy.

D. The Contractor shall permit the Department or its designee to visit and to make an evaluation of the project as determined by Contract Manager.

**MICHIGAN STATE POLICE
GRANTS MANAGEMENT DIVISION
FINANCIAL STATUS REPORT**

Attachment 5

MSP PROJECT # JAG-72497-Lansing Police Department-2022

Mail Code	Contract Number	Program Code
Contractor Name	Project - Title	
Street Address	Report Period Thru	Date Prepared
City, State, ZIP Code	Agreement Period Thru	FE ID Number

Reasons for Corrections:

Category	Expenditures				Agreement	
	Current Period	Corrections	Previous YTD	Agreement YTD	Budget	Balance
1. Salaries and Wages						
2. Fringe Benefits						
3. Travel						
4. Supplies & Materials						
5. Contracual (Sub-Contracts)						
6. Equipment						
7. Other Expenses						
8. TOTAL DIRECT						
9. Indirect Costs: Rate %						
10. TOTAL EXPENDITURES						
SOURCES OF FUNDS:						
11. State Agreement						
12. Local						
16. TOTAL FUNDING						

CERTIFICATION: I certify that I am authorized to sign on behalf of the grantee agency and that this is an accurate statement of expenditures and collections for the report period. Appropriate documentation is available and will be maintained for the required period to support costs and receipts reported.

Project Director	Financial Director
Telephone Number	Telephone Number

FOR STATE USE ONLY

	AY	INDEX	PCA	OBJ CODE	AMOUNT
1st Source					
2nd Source					

**BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT
EMPLOYEE TIME CERTIFICATION**

AUTHORITY: 1935 PA 59, as amended; **COMPLIANCE:** Voluntary; however, grant funds will be withheld if not submitted to the Michigan State Police (MSP) by the due dates specified below.

Grantee	MSP Grant Number
----------------	-------------------------

REPORTING PERIOD:

☐ **1st Period**
(10/1-3/31) ☐ **2nd Period**
(4/1-9/30)

Record below the period of time the employee worked on each grant program project during the reporting period. For the dates specified, record what percentage of the employee's time was spent working on the grant program project. The percentage of time reported must be supported by time sheets and reflect only actual time worked.

GRANT PROGRAM	DATES		PERCENTAGE OF TIME SPENT DURING SPECIFIED DATES
	FROM:	TO:	
Byrne JAG			%
RSAT			%

CERTIFICATIONS:

Employee places his/her signature below as certification that the information provided above is accurate.
Supervisor, having first-hand knowledge of the work performed by the employee, places his/her signature below, as certification that the information provided above is accurate.

Employee Name	Employee Signature	Date
Supervisor Name	Supervisor Signature	Date

SUBMISSION OF EMPLOYEE TIME CERTIFICATION:

This form must be submitted through your MAGIC+ account with the Grants and Community Services Division. Due dates are April 20 and October 20 of your Grant Agreement year. If you have any questions, please do not hesitate to contact your grant advisor directly.

STATE OF MICHIGAN DEPARTMENT OF STATE POLICE

DATE: August 13, 2013

TO: Department Members

FROM: Nancy Becker Bennett, Director, Grants and Community Services Division (GCSD)

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

As a condition for receiving funding from the U.S. Department of Justice (DOJ), all recipients and subrecipients of such funding must comply with applicable federal civil rights laws. This document will establish written procedures for MSP employees and DOJ-funded grant subrecipients to follow if a complaint alleging discrimination is received from clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ.

II. Policy

Recipients and subrecipients of DOJ funding may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. They also may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. The MSP will notify subrecipients of their required compliance with the following statutes and regulations through the interagency agreement:

- The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEOP). If the recipient is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEOP. If the recipient is required to develop an EEOP, but is not required to submit the EEOP to the OCR, it will submit a

certification form to the OCR and the MSP certifying that it has an EEOP on file which meets the applicable requirements. If the recipient is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form should also be submitted to the OPM).

■ Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968m, which require subrecipients to provide meaningful access to programs and activities to Limited English Proficient (LEP) persons.

■ The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et. Seq, which prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status in Michigan.

■ The Michigan Persons With Disabilities Civil Rights Act, Act 220 of 1976, which defines the civil rights of persons with disabilities; to prohibit discriminatory practices, policies, and customs in the exercise of those rights; to prescribe penalties and to provide remedies; and to provide for the promulgation of rules.

These laws also prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor, subcontractor or vendor, they will forward a copy of the finding will be forwarded to the Office for Civil Rights, Office of Justice Programs and the Department.

The MSP will notify its own employees of their required compliance with the preceding civil rights statutes and regulations through an Official Order.

III. Definitions

Contract means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Complainant is a party that makes a complaint or files a formal charge.

Discrimination means treating an individual or a group of individuals adversely because of protected class status; or using a test, standard, or employment practice that has the effect if illegally excluding or screening in or out of a protected class.

MSP Employee is an individual providing services for and paid by the State of Michigan/Michigan State Police, including independent contractors, union and non-union employees, managers and supervisors, enlisted members and civilians.

Recipient is the entity which receives a monetary award from the DOJ.

Subcontract means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

1. For the purchase, sale or use of personal property or nonpersonal services which in whole or in part, is necessary to the performance of any one or more contracts; or
2. Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

Subcontractor is any person holding a subcontract, and, for the purposes of this definition, any person who has held a subcontract subject to the order. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.

Subrecipient is the entity that receives a monetary award from the DOJ recipient.

Subrecipient Employee is an individual or subcontractor being paid using DOJ grant funds.

IV. Complaint Procedures

The following are MSP's procedures for accepting and responding to discrimination complaints from subrecipient employees, clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ:

1. All discrimination complaints associated with DOJ grants shall be submitted to the Grants and Community Services Division (GCSD) by mail, telephone or e-mail to:

Michigan State Police
Grants and Community Services Division
333 S. Grand Ave.
Lansing, MI 48909
(517) 373-2960
MSP-CJGrants@michigan.gov

2. The GCSD Director will send the complainant a letter within 10 days from the date it was received to acknowledge receipt of the complaint, notify the complainant that it has been submitted to the Michigan Department of Civil Rights, and inform the complainant that he or she may also file a complaint directly with the federal Office for Civil Rights (OCR) at:

Office of Justice Programs
Office for Civil Rights
810 7th Street NW
Washington, DC 20531
(202) 307-0690
Fax: (202) 616-9865
TTY: (202) 307-2027

3. Within 10 days of the receipt of the complaint, the GCSD Director will send an email to the DOJ subrecipient to notify the agency that a complaint against has been filed against it.
4. The GCSD Director will forward the complaint to the Inspector of the MSP Office of Human Resources (OHR) immediately upon receipt of the complaint. The OHR Inspector or his or her designee will serve as the coordinator for all complaints regarding civil rights violations and will immediately forward the complaint to the Michigan Department of Civil Rights by emailing MDCRServiceCenter@michigan.gov. If MDCR informs the MSP that it does not have jurisdiction to investigate the complaint, the OHR Inspector will forward the complaint to the OCR for investigation.

The preceding complaint procedures are an attachment to the subrecipient contracts for all DOJ grants awarded by the MSP. Subrecipients must notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed

types of individuals. Subrecipients must forward all discrimination complaints to the MSP as described in the complaint procedures. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs/Office for Civil Rights or the Michigan Department of Civil Rights directly, but the MSP must be notified of the complaint by the subrecipient as soon as the complaint is known.

The MSP will ensure that all subrecipients are in compliance with the identified statutes and regulations by reviewing subrecipient procedures during site visits and other subrecipient monitoring activities.

5. The MSP, in cooperation with MDCR and OCR, will review and complete complaint investigations within 120-days. Complainants will receive written notification of the completion of the investigation and any associated findings within 10-days of the completion of the investigation. If the complexity of the investigation precludes this 120 day timeline from being met, the MSP shall notify the complainant in writing when it becomes aware that the investigation will not meet the 120 day timeline. This correspondence shall include a new timeline with an estimated completion date.

V. Training

All DOJ-funded MSP employees and subrecipients will receive periodic training at least once every contract year regarding their responsibility to comply with applicable federal civil rights in their capacity as a recipient of federal funds. Additionally, training will include review of these complaint procedures, including the employee's responsibility to refer discrimination complaints from clients, customers, program participants, or consumers to the appropriate MSP contact. The GCSD will provide DOJ-grant subrecipients and DOJ-funded MSP employees with access to OCR training modules, found on OCR's website, <http://www.ojp.usdoj.gov/about/ocr/assistance.htm>. Subrecipients will be required to certify they have completed this training during the first quarter of each grant cycle as part of their grant award agreement with the MSP.

These procedures and training requirements will also be disseminated to MSP employees via departmental memorandum and posted on the MSP intranet website. New employees will receive a copy of the procedures and access to the DHS training program during initial job training from any supervisor managing DOJ-funded employees.

VI. Monitoring

The GCSD has implemented a two-part process to ensure and monitor sub-recipients compliance with civil rights laws. Applicants must annually complete and submit to the GCSD the Civil Rights Compliance Questionnaire. Additionally, MSP grant advisors will complete the Civil Rights Compliance Questionnaire with applicants during on-site monitoring visits.

VII. Policy Dissemination

This policy shall be distributed to all MSP employees via a department-wide memorandum contingent upon final OCR approval. Additionally, the policy will be distributed via MSP's grant award agreement with DOJ-funded subrecipients as part of the standard grant award package.

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?

☐ Yes ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes- submitted an EEOP Short Form

☐ Yes- submitted a certification

☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the [State Administering Agency] or the OCR?

☐ Yes ☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.

☐ Yes

☐ No

- Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability.

☐ Yes

☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of

- 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes

☐ No

- Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

☐ Yes

☐ No

- Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities.

☐ Yes

☐ No

Comments:

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes ☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP persons:

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes ☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

- a. Provide services to everyone regardless of religion or religious belief.

☐ Yes ☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.

☐ Yes ☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.

☐ Yes ☐ No

DRAFT

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, In August 2021, the Lansing Police Department submitted a Byrne Justice Assistance Grant application to the Michigan State Police (MSP) Grants and Community Services Division for funding to be utilized for support of the Mikey 23 Foundation; and

WHEREAS the Lansing Police Department was informed on September 27, 2021, that it has been selected to receive funding in the amount of \$39,975; and

WHEREAS local match funds are not required; and

WHEREAS the Mikey 23 Foundation will be a sub recipient of the Lansing Police Department for this Byrne Justice Assistance Grant (JAG); and

WHEREAS the mission of the Mikey 23 Foundation is to improve the lives of young people through innovative education and training in the area of skilled trades; and

WHEREAS the young people in the Mikey 23 program are provided hands-on opportunities to learn skilled trades that increase self-development and growth; and

WHEREAS the individuals in the Mikey 23 program are taught skilled trades by licensed builders, electricians, plumbers, heating, ventilation and air conditioning contractors; and

WHEREAS the Mikey 23 Foundation will be reimbursed for purchases of tools and equipment of the construction trade.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the State of Michigan Byrne JAG in the amount of \$39,975 for the program period of October 1, 2021 through September 30, 2022; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded funds.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 12/19/21

GRANT NAME: Michigan Office of Highway Safety Planning Ingham County DUI, Seatbelt, and Speed Overtime Traffic Enforcement

DEPARTMENT: Lansing Police Department

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.mcclure@lansingmi.gov 483-4808)

APPLICATION DATE: August, 2021

AWARD DATE: October 20, 2021

GRANT CYCLE: 12/1/2021 – 09/5/2022

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$68,487 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL \$68,487

CONSTRUCTION \$0.00

LAND \$0.00

OTHER \$0.00

CITY MATCH (IF APPLICABLE): N/A

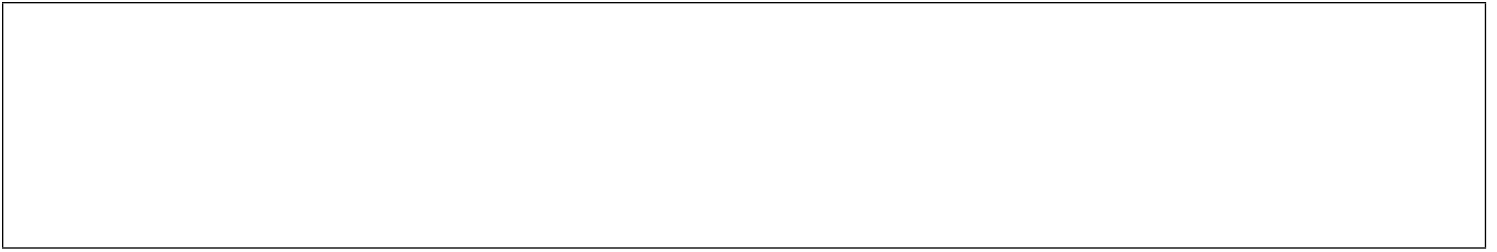
GRANT PAYS FOR: Overtime and related fringe benefits of law enforcement officers

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The purpose of this grant is to provide funding for extra patrols focused on reducing DUI, speeding, and unrestrained vehicle occupant deaths and serious injuries.

Funds from this grant can be used only for overtime cost related to DUI, speeding, and seatbelt enforcement during specified dates.

The dates are: **1)** Dec 1, 2021 – Feb 28, 2022 **2)** May 16 – Jun 5, 2022 **3)** Jul 1 – Jul 31, 2022 **4)** Aug 12 – Sep 5, 2022





STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

October 20, 2021

Mr. Randall Hon
Lansing Police Department
120 West Michigan Avenue
Lansing, Michigan 48933

Subject: PT-22-09

Dear Mr. Hon:

The Michigan Office of Highway Safety Planning (OHSP) has approved \$68,487 in federal funds for Highway Safety Project grant number PT-22-09, "Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement," for the grant period of October 1, 2021, through September 30, 2022.

This grant is approved with the following conditions:

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required and will be scheduled by your OHSP grant coordinator.
3. Quarterly financial reports are due: January 30, April 30, July 30, and October 30. A final progress report is due: October 30.
4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
5. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.
6. A risk assessment questionnaire **must** be filled out by your agency as well as any sub recipient agencies associated with this grant by **October 31, 2021**. The risk assessment questionnaire will be sent to all grantees and subrecipients via email. Failure to submit the questionnaire by the deadline may result in the withholding of grant funds.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Patricia Eliason at 517-897-7929. We look forward to working with you during the course of the project.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

cc: Capt. Robert Backus
Joe McClure

OHSP-31 (3/2006)				FISCAL YEAR: 2022	
PAGE 1A - FOR OHSP USE ONLY					
PROJECT TITLE: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement				GRANT NUMBER: PT-22-09	
APPLICANT: Lansing Police Department				APPROVED GRANT PERIOD: 10/20/2021 through 09/30/2021	
FUNDING BREAKDOWN					
FUND TYPE/CFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED	*FAIN#	
402-20.600	22-PT	1	\$68,487	69A37520300004020MIO 69A37521300004020MIO	
*These are the most up to date possible FAIN NUMBERS for your funding source(s) as of October 1, 2021. You will receive your updated FY22 FAIN numbers when made available to the OHSP.					
APPROVED BUDGET SUMMARY					
COST CATEGORY	FEDERAL		NON-FEDERAL		TOTAL
PERSONNEL COSTS	\$68,487		\$ 0		\$68,487
CONTRACTUAL SERVICES	0		0		0
OPERATING COSTS	0		0		0
EQUIPMENT	0		0		0
INDIRECT COSTS	0				0
TOTAL APPROVED COSTS	\$68,487		\$ 0		\$68,487
OHSP APPROVAL					
SIGNATURE		TITLE		DATE APPROVED	
		Division Director		10/20/21	

PAGE 1A

**Michigan State Police
Office of Highway Safety Planning**

7150 Harris Drive
P.O.Box 30634
Dimondale, Michigan 48821
(517) 284-3332

* * * * *

HIGHWAY SAFETY GRANT APPLICATION

1. PROJECT TITLE	
Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement	
2. APPLICANT	
Lansing Police Department	
3. ADDRESS OF APPLICANT	
120 W. Michigan , Lansing, Michigan 48933	
7. FEDERAL IDENTIFICATION NO.	8. ANTICIPATED ACTIVITY START-UP DATE
38-6004628	10/1/2021

HIGHWAY SAFETY GRANT APPLICATION
Statement of the Problem and Background Information
FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

According to comprehensive research from the National Highway Traffic Safety Administration (NHTSA), 94 percent of all crashes are the result of driver error.

The U.S. Code: Title 23: Section 404 requires a statewide, high-visibility special traffic enforcement program (STEP) for impaired driving and occupant protection that emphasizes publicity during three campaigns – impaired driving in December, occupant protection in May, and impaired driving in August.

Michigan traffic crash data from 2015-2019 identified the high number of people seriously injured or killed where 1) the crash was coded as alcohol-involved and/or drug-involved or 2) the occupants were in passenger vehicles and the crash was coded as no belts used or child restraint not used/used improperly and 3) the crashes included at least one driver was speeding.

Based on the review of the crash data, the enforcement periods will include:

- December 1, 2021 – February 28, 2022 (speed enforcement)
- December 17, 2021 – January 1, 2022 (impaired driving enforcement)
- May 16 – June 5, 2022 (seat belt enforcement)
- July 1 – 31, 2022 (impaired driving, seat belt, and speed enforcement)
- August 12 – September 5, 2022 (impaired driving enforcement)

Traffic safety campaigns are most successful when accompanied by public information. The Lansing Police Department requests that OHSP develop and assist with distribution of public information materials on our behalf to enhance the enforcement campaigns.

HIGHWAY SAFETY GRANT APPLICATION

Goals and Activities: 1

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

*** Goal(s):**

Prevent an increase in the number of traffic fatalities from 985 in 2019 to 1,065 and serious injuries from 5,629 in 2019 to 5,733 by September 30, 2022.

*** Activity:**

As applicable, each grant-funded agency will conduct at least three grant-funded overtime traffic enforcement details between the following dates:

- December 1, 2021 – February 28, 2022 (speed enforcement)
- December 17, 2021 – January 1, 2022 (impaired driving enforcement)
- May 16 – June 5, 2022 (seat belt enforcement)
- July 1 – 31, 2022 (impaired driving, seat belt, and speed enforcement)
- August 12 – September 5, 2022 (impaired driving enforcement)

Officers will stop vehicles for hazardous moving violations and take appropriate enforcement action each week during the enforcement periods.

Each agency will utilize a data-driven process for deploying, monitoring, and adjusting resources such as time, day, or location. The process will include a regularly scheduled review and update of enforcement plans based on crash data, local traffic patterns and available manpower as applicable.

Each grant-funded agency will report required enforcement activity by the following dates:

- January 10, 2022
- March 7, 2022
- June 13, 2022
- August 7, 2022
- September 12, 2022

Each grant-funded agency will promote enforcement efforts by utilizing public information materials provided by OHSP through September 5, 2022.

*** Date of Anticipated Activity Accomplishment:**

9/30/2022

HIGHWAY SAFETY GRANT APPLICATION

Acceptance of Audit Requirements

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

NOTE: The Audit Period is the organization's fiscal or calendar year to be audited. If your audit requirement period exceeds 365 days, sections 1.b. and 2.b. must be utilized to complete the audit requirement dates.

My reporting entity* receives less than \$750,000 a year.

The following information on the next organization-wide audit(s) which will include this agency:

1.a. Audit Period 1: Beginning 7/1/2021 Ending 6/30/2022

2.a. Audit or written certification will be submitted to MSP by: 3/31/2023

1.b. Audit Period 2: Beginning 7/1/2022 Ending 6/30/2023

2.b. Audit or written certification will be submitted to MSP by: 3/31/2024

This project is federally funded and therefore is subject to the Single Audit Act of 1984 (P.L. 98-502).

Effective July 1, 1996, if your agency receives \$750,000 or more in federal financial assistance a year, the grantee shall agree to have an audit conducted in compliance with OMB Circulars A-128 or A-133 if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward a copy of the completed audit(s), *including the management letter covering the entire grant period to:*

ATTN: Matt Opsommer

Michigan State Police Headquarters, 3rd Floor

7150 Harris Drive, Dimondale, MI 48821

NOTE: The audit or written certification must be submitted to OHSP ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circulars A-128 or A-133. Any information regarding the OMB Circular audit requirements will be furnished by OHSP.

*** NOTE:** The reporting entity is the government unit responsible for the overall administration of the grant, not just your agency. Failure to complete this section may result in your grant award being delayed or cancelled.

HIGHWAY SAFETY GRANT APPLICATION**Sub-Recipient Informational Form****FY 2022****Project Title:** Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement**Applicant:** Lansing Police Department

* Sub-Recipient DUNS Number (Format: xx-xxx-xxxx):	06-983-5882
* Does your agency or institution receive less than \$25,000 of federal funding from the Office of Highway Safety Planning?	Yes [] No [✓]
In the preceding fiscal year, did your agency or institution receive 80 percent or more of its annual gross revenues in federal award?	Yes [] No [✓]
In the preceding fiscal year, did your agency's or institution's annual gross revenues equal or exceed \$25,000,000 in federal awards?	Yes [] No [✓]

HIGHWAY SAFETY GRANT APPLICATION

Local Contribution

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* Local Contribution:

1. Provide patrol vehicles and/or motorcycles where applicable. This will include fuel, maintenance and proper police equipment.
2. Assume liability incurred using volunteers, including, but not limited to, personal injury, civil liability, and workman's compensation responsibility.
3. Pay dispatchers and officer wages for training and court time.
4. Attend meetings and/or media events as requested by OHSP

HIGHWAY SAFETY GRANT APPLICATION

Project Continuation

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

*** Project Continuation:**

The Lansing Police Department will continue to participate in the project if federal funding is provided by OHSP.

HIGHWAY SAFETY GRANT APPLICATION

Salaries, Wages and Fringe Benefits

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* Are there Fringe Benefits expenses associated with this budget item? ☐ Yes ☐ No

* Provide a specific description of this budget item: Federal/State Local Match Total

Enter the number of hours and hourly rate associated with this budget item.

* Number of hours (base):

* Hourly Rate:

* Enter Fringe Benefits associated with this budget item. Federal/State Local Match Total

* **Fringe Benefits.** Check all that apply.

FICA:	☐	Rate:
Retirement:	☐	Rate:
Workers Compensation:	☐	Rate:
Unemployment Insurance:	☐	Rate:
Insurances:	☐	Rate:
Other:	☐	Rate:

Describe:

Overall Rate: %

Explanation (required if Overall Rate is greater than 40%):

Total Salaries, Wages and Fringe Benefits

HIGHWAY SAFETY GRANT APPLICATION
Overtime Salaries, Wages and Fringe Benefits: Lansing Police Department - Overtime
FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* Are there Overtime Fringe Benefits expenses associated with this budget item? ☒ Yes ☐ No

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
Lansing Police Department - Overtime	\$37,359	\$0	\$37,359

Enter the number of hours and hourly rate associated with this budget item.

* Number of hours (base): 700.00

* Overtime Hourly Rate: \$53.37

* Enter Fringe Benefits associated with this budget item.	Federal/State	Local Match	Total
	\$31,128	\$0	\$31,128

* **Fringe Benefits.** Check all that apply

FICA:	☒	Rate:	1.4700
Retirement:	☒	Rate:	81.8000
Workers Compensation:	☒	Rate:	0.0500
Unemployment Insurance:	N/A		
Insurances:	N/A		
Other:	☐	Rate:	

Describe:

Overall Rate: 83.32%

Attach fringe benefit support documentation here if rate exceeds 40%.

https://msp.intelligrants.com/_Upload/147871_960232-BenefitRates.pdf

Total Overtime Salaries, Wages and Fringe Benefits \$68,487

HIGHWAY SAFETY GRANT APPLICATION

Contractual Services

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
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* Is there an existing contract in place? Yes No

If no, please explain why there is no contract in place:

If yes, please attach a copy of the actual contract:

Title:

Document Source:

HIGHWAY SAFETY GRANT APPLICATION

Travel

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
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* Does this include Out-of-State travel?

Yes No

Nature of travel *(required for Out-of-state travel only)*:

Transportation:

Number of Nights:

Cost of Lodging:

Number of Meals:

Cost of Meal:

HIGHWAY SAFETY GRANT APPLICATION

Supplies/Operating

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
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* Unit Price:

* Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

Equipment

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
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* Unit Price:

* Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

Budget Summary

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

FEIN	Starting Date	Ending Date	Fiscal Year
38-6004628	10/1/2021	9/30/2022	2022

Budget Summary			
Line Item Titles	Federal/State	Local Match	TOTAL
Salary and Wages	\$0	\$0	\$0
Salary Fringe Benefits	\$0	\$0	\$0
Overtime Wages	\$37,359	\$0	\$37,359
Overtime Fringe Benefits	\$31,128	\$0	\$31,128
Contractual Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies/Operating	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
SUBTOTAL	\$68,487	\$0	\$68,487
Indirect Cost Rate %	\$0		\$0
* Override indirect amount \$0			
TOTAL	\$68,487	\$0	\$68,487

* For multiple indirect cost rates, check override box and enter the total indirect cost. Please attach documentation of your calculations.

Budget Category Cost Totals			
Function Titles	Federal/State	Local Match	TOTAL
Personnel Costs	\$68,487	\$0	\$68,487
Contractual Services	\$0	\$0	\$0
Operating Costs	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Indirect	\$0		\$0
TOTAL	\$68,487	\$0	\$68,487

Approved Indirect Cost Rate (if applicable)

HIGHWAY SAFETY GRANT APPLICATION

Multi-Agency Project

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* **Name**

* **Title**

* **Agency**

* **Address**

* **City**

* **State**

* **Zip Code** -

* **Email**

* **Telephone**

Fax

* **Sub-Recipient DUNS Number:**

Attach signed Grant Management Requirements

Title:

Document Source:

HIGHWAY SAFETY GRANT APPLICATION

Strategic Plan

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

* **Document Name:**

* **Agencies Involved**

* **Date**

* **Enforcement Type**

* **Total Hours**

Other:

Title:

Document Source:

**MICHIGAN OFFICE OF HIGHWAY SAFETY PLANNING
FY2022 GRANT MANAGEMENT REQUIREMENTS (GMRs)**

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number, example: OP-22-01.
2. Each grant is required to have, at a minimum, three separate individuals: one serving as an authorizing official, one as a project director, and one as a financial officer. A change in project director, agency contact, financial officer, authorizing official, addresses, email, or telephone numbers requires written notification to the OHSP. The project director is responsible for also making these changes to the web-based grant application.
3. The OHSP is required by the National Highway Traffic Safety Administration (NHTSA) to evaluate and document the risk for each entity applying for federal grant funds prior to making an award. The grantee (and all sub-recipients and contractors) must register or annually update their registration in the online System for Award Management (SAM) at <https://www.sam.gov> to be eligible for federal and state grants. The OHSP will verify, within the SAM, there are no outstanding issues or concerns. Grantees must update their FY2022 web-based grant application with their new Unique Entity Identifier (UEI).
4. The OHSP may conduct a monitoring review of highway safety grants in accordance with Title 2 CFR 200, NHTSA regulations, and these GMRs to determine adherence to project objectives, to review financial procedures, and to ensure compliance with grant requirements. All grantees (and all sub-recipients and contractors) are expected to cooperate with all reasonable requests for information as part of the monitoring review process.
5. A subrecipient must take reasonable measures to safeguard protected, personally identifiable information. This information and other information is based on what the NHTSA or the OHSP designate as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.
6. All published reports generated from this project must include the following disclosure statement:

This report was prepared in cooperation with the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and are not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration.

**NONDISCRIMINATION
(applies to sub-recipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implement regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21.
2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act** of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex).
4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27.
5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of

age).

6. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not).

7. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

8. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

9. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- b. Will administer the program in a manner that reasonably ensures that any of its sub-recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.
- c. Agrees to comply (and require any of its sub-recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority.
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance.
- e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 herein.
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA.
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or

NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.***

POLITICAL ACTIVITY (HATCH ACT)

(applies to sub-recipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to sub-recipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING(applies to sub-recipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION(applies to sub-recipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-Procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend participants or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was established. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to sub-recipients as well as States)

The State and each sub-recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to sub-recipients as well as States)

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives as www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered

to the OHSP by an agreed upon due date between the OHSP and the grantee (and all sub-recipients and contractors). The items will remain the property of the OHSP and shall not be subject to copyright protection by the vendor or their agents . Items will be submitted to the OHSP immediately after production of the item . The **OHSP will hold the final grant reimbursement until all the above items have been submitted.** The grantee (and all sub-recipients and contractors) shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The grantee (and all sub-recipients and contractors) shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by the OHSP , which are available in electronic formats upon request. See printing requirements below for more details. Audio materials must include an OHSP tag line, (see State of Michigan Printing Requirements #3 below). All materials, including audio and video materials and scripts must be submitted for review and approval by the OHSP prior to production .

3. All businesses performing printing services must meet one of the following conditions: (a) bear the label of the branch of the allied printing trades council of the locality in which it is printed; (b) have on file with the secretary of state, a sworn statement indicating that employees producing the printing are receiving the prevailing wage rate in the locality in which the work is performed; or (c) have a collective bargaining agreement in effect formed by an organization that is not in any way influenced or controlled by management .
(Per State of Michigan Procurement Policy Manual-Revised 6/12/18-Section: 1.3.13- State Printing Act.)

4. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes.

5. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency is prohibited and not eligible for reimbursement.

6. Materials compliance with American Disabilities Act:

- a. Closed Captioning: All DVDs must be closed captioned. This includes online videos.
- b. Printed publications must be available in audio files via the Michigan Braille and Talking Book Library .

7. Social Media Use and Approval: The creation of social media accounts such as Facebook and Twitter with federally funded grants and projects require prior approval from the OHSP before release to the public .

8. The purchase of program advertising space by grantees on TV , radio, magazines, newspapers, billboards, etc., may be approved on a case-by-case basis.

9. The following items require the prior approval of the OHSP program coordinator :

- a. flyers, posters, brochures
- b. training curriculum, excluding those developed by nationally approved agencies (i.e., NHTSA, IACP, etc.)
- c. annual reports
- d. newsletters

10. Funding requirement statement: The following byline shall be placed on all printed public information and education materials:

"This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U .S. Department of Transportation."

11. The State of Michigan prohibits use of the OHSP and/or MSP logos on non-State of Michigan websites.

COPIES

1. The OHSP will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or flash drive.

2. The OHSP will require one copy of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. This copy is distributed throughout the state of Michigan's library system:

- a. annual reports

- b. manuals, handbooks, and training materials
- c. news releases
- d. statistics

3. The OHSP will require two of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are housed as part of the state of Michigan's library system:

- a. posters
- b. brochures
- c. flyers

4. If the publication is available on a publicly accessible website, no printed copy is required. However, an email which includes a link to the document must be provided to the OHSP. The State of Michigan's library system will then include it in its digital archive.

PROGRAM REQUIREMENTS

1. Progress reports are required to be submitted throughout the grant period. The due dates for these reports are specified in the grant approval letter and must be submitted in the web-based grant application system. Reports shall describe activities undertaken to accomplish each project goal, reason for non-activity if necessary, activities planned for the next quarter, and obstacles encountered or anticipated. Progress reports must be submitted and approved for the OHSP to process financial reimbursement. For traffic safety enforcement projects, enforcement reports must be submitted to the OHSP to process and approve financial reimbursement.

2. The final progress report is due on the date stated in the grant approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:

- a. A list of significant accomplishments or activities of this project that addressed the project objectives .
- b. If no activity took place, a report must be submitted stating as such and reasons why.

3. Out-of-state travel requires prior written approval by the OHSP Division Director. **The OHSP Grantee Out-of-State Travel Request form, and appropriate support documentation, shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.

4. If a project revision is required, the grantee shall contact the OHSP program coordinator for prior approval.

5. Grantees must have written, and established policies and procedures listed below, where applicable, as required by Title 2 Code of Federal Regulations 200 and were outlined elsewhere in these requirements.

Shall meet the standards outlined in:

- a. Procurement 2 CFR 200.318 and 2 CFR 200.320
- b. Salary and Wages – 2 CFR 200.430
- c. Fringe Benefits – 2 CFR 200.431
- d. Travel – 2 CFR 200.474
- e. Internal Controls – 2 CFR 200.303
- e. Contracting 2 CFR 200.320 and 2 CFR 200.323
- f. Indirect Costs 2 CFR 200.414
- g. Conflict of Interest 2 CFR 200.112
- h. Accounting/Finance 2 CFR 200.302, and 2 CFR 200.400

6. For Overtime Traffic Enforcement Grants Only:

- a. The grantee (and all sub-recipients and contractors) shall verify all officers working the OHSP federally funded overtime have completed an SFST refresher course every three years. This does not apply to administrative staff hours billed to the grant.
- b. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with state law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from the OHSP.

- c. Law enforcement agencies are encouraged to have a written vehicle pursuit policy in place.
- d. Only Michigan Commission on Law Enforcement Standards certified police officers shall be used on enforcement projects .
- e. Grant funds **CANNOT** be used for activities such as response to calls for service, traffic control, property inspections, motorcades, or dignitary protection. The OHSP grant funds can only be used for activities approved in the grant .
- f. Emergency response: A law enforcement emergency is defined as an imminent threat to life or property . If a law enforcement emergency occurs during a grant-funded detail and response is required by an officer(s) working that detail:
 - i. The officer is allowed up to one hour of grant-time to respond and return to the traffic enforcement patrol .
 - the agency must incur the costs (i.e. the grant cannot be charged) beyond an hour or for additional emergencies that arise during the detail.
 - response to non-emergency calls while on grant time must be charged to the agency
 - ii. All emergency responses must be documented with a brief description on the officer daily .
- g. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours .
- h. Traffic enforcement efforts shall be publicized by supporting media events as requested by the OHSP .
 - the grantee (and all sub-recipients and contractors) shall assist the OHSP with media events that will be conducted locally.
 - banners or other signage provided by the OHSP shall be displayed during the enforcement period .
- i. The grantee recipient (and all sub-recipients and contractors) and the chief or sheriff or post commander from each participating agency is required to sign the OHSP GMRs Acknowledgement and Agreement form signifying receipt of the GMRs and their agreement to comply with them as part of the online grant application process.
- j. The grantee (and all sub-recipients and contractors) must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the grantee must assign, document, and monitor expenditures to each designated funding source separately. Separate accounts should be established for each funding source. Each grant and federal funding sources may not be used interchangeably. In the event the grantee overspends, the difference will need to be covered by the grantee . Additional funding will not be provided to support overspending of any federal program.
- k. A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement . It must include the following information in the body of the document to be acceptable documentation:
 - The start time of the grant-funded enforcement detail.
 - A brief description of every stop.
 - The end time of the grant-funded detail.
 - All grant time must be accounted for. **Time must be documented at a minimum of every hour, regardless of whether a traffic stop is made.** This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, serving as "zone spotters".
- l. Total personnel hours billed to the grant reported on the enforcement reports must match the hours requested for reimbursement on the financial report.

The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing. If supervisors' approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the OHSP's request and kept as grant documentation records.

GENERAL FINANCIAL REQUIREMENTS

Compliance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006.

Signed into law on September 26, 2006, the Federal Funding Accountability Act provides the public with a single, searchable database of federal awards and sub-awards. The MSP is responsible for reporting data into the FFATA database for each NHTSA sub-recipient award that equals or exceeds \$25,000. The FFATA reporting procedure also requires for each sub-recipient agency to maintain current registration in the federal SAM at <https://www.sam.gov/> and obtain a Data Universal Numbering System (DUNS) number. Applicants are responsible for reporting their SAM registration and DUNS number to the MSP upon request to ensure timely and accurate award reporting. Grantees will also be required to update their grant applications with their new Unique Entity Identifier (UEI) in FY2022.

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**
2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending date, the grantee shall contact the OHSP program coordinator.
3. The grantee (and all sub-recipients and contractors) shall use generally accepted accounting principles.
4. Costs charged to this grant cannot be charged to any other program. Law enforcement agencies receiving funding for overtime traffic enforcement cannot offer comp time in lieu of overtime pay.
5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by the OHSP. A document entitled "Acceptable Backup Documentation for Federal Cost Claims" is available from the OHSP to assist with identifying adequate backup documentation.
6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, the grantee (and all sub-recipients and contractors) receiving funds from the OHSP for multiple grant projects must have a separate account for each grant project and funding type. It is the responsibility of the lead agency to ensure all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by the OHSP.
7. Costs reported on the final Financial Status Report (FSR) must match the agency's separate account or fund that has been established for this project inside the agencies accounting system.
 - Financial documents must be sufficient to permit the preparation of reports required by general and program -specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.
8. Comingling of funds on either a program-by-program or project-by-project basis is prohibited. The sub-grantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
 - a. Separate accountability of receipts, expenditures, disbursements and balances.
 - b. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
 - c. Data and information for each expenditure and match contribution with proper reference to be a supporting voucher or bill properly approved.
 - d. Maintenance of payroll authorization and vouchers.
 - e. Maintenance of records supporting charges of fringe benefits.
 - f. Maintenance of inventory records for equipment purchased, rented, and donated.
 - g. Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
 - h. Provisions for payment by check.
 - i. Maintenance of travel records (i.e., mileage logs, parking, hotels, meal receipts).
 - j. Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.

9. Costs must be net all applicable credits such as purchase discounts, rebates or adjustments of overpayments, or erroneous charges.

10. The following deviations from the approved budget require **PRIOR approval from the OHSP**: Once approved, appropriate revisions will need to be made to the grant agreement.

- a. A specific item of cost not included in the approved budget.
- b. An increase in the number of a specific item over and above the total authorized.
- c. A transfer between major budget categories in excess of 10 percent of the budget category title being increased. (Personnel Costs, Contractual Services, Operating Costs, Equipment, and Indirect – not the individual budget line-item titles.)

11. Procurement Methods:

a. Competition: The grantee shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.

b. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources.

c. The grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the Title 2 Code of Federal Regulations 200.320, the State of Michigan and complies with the Buy America Act. (A copy of the State of Michigan procurement policy is available upon request.) The grantee (and all sub-recipients and contractors) agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. The grantee must document multiple bids were sought in a competitive bidding process. When two or more responses were not received, the grantee shall indicate the selected bid was the only response.

d. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

e. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OHSP. Records must sufficiently detail the procurement history for all purchases and should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price.

12. Documentation for costs shall be maintained for three years following final reimbursement.

13. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the prospective primary participant from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the OHSP, unless prior permission is obtained from the OHSP to use the funds for other traffic safety projects. Contact the OHSP for further information.

14. **General Cost of Business (formerly referred to as Supplanting)**: The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency or other grantee is general cost of business and is not allowable.

The grantee (and all sub-recipients and contractors) shall not use grant funds to replace state or local funds, or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee (and all sub-recipients and

contractors) must stop charging the grant for the new position. Upon filling the vacancy, the grantee (and all sub-recipients and contractors) may resume charging the grant position.

The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

15. All other Financial management requirements as listed in Title 2 Code of Federal Regulations 200.302 (Financial Management).

COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided.

2. Reimbursement is based on submission and approval of progress, enforcement, and financial reports. All requested information should be submitted electronically through the web-based application whenever possible. Otherwise backup information may be submitted via US mail, by fax, or by email. A financial report submitted to the OHSP by the grantee shall contain the following to be considered complete:

a. Electronic signatures for the agency's Financial Officer, Project Director, Authorizing Official, or employee(s)/contractor(s)/officer(s).

b. A copy of a report for the current period generated by the grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.

c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols.

d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs" under "Budget Cost Category Requirements."

e. Copies of invoices must be included.

f. Additional documentation as requested by the OHSP.

3. Financial reports are due, at a minimum, on a **quarterly** basis. Financial report due dates are specified in the grant approval letter. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" Financial report shall be submitted. The submission of financial reports is mandatory, and non-compliance can result in termination of the grant. Financial reports will be considered delinquent if not submitted by the due dates specified in the grant approval letter.

4. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the grantee will receive a delinquent letter stating the same.

5. A delay in submitting support documentation may result in the suspension of all grant activity .

6. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

AUDIT REQUIREMENTS

This section applies to Grantees designated as subrecipients by the OHSP.

1. Required Audit or Audit Exemption Notice

Grantees must submit to the OHSP either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a

Single Audit or Financial Related Audit. Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations Section 200.511 (c) for any audit findings that impact the OHSP-funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit a Single Audit to the OHSP, regardless of the amount of funding received from the OHSP. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512(c).

b. Financial Related Aid

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certified these exemptions.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the OHSP a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the OHSP-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the OHSP-funded programs.

3. Other Audits

The OHSP or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

BUDGET COST CATEGORY REQUIREMENTS

(PLEASE REFER TO THE FOLLOWING FOR SPECIFIC REQUIREMENTS OF BUDGET COST CATEGORIES. ONLY REQUIREMENTS FOR COST CATEGORIES CONTAINED WITHIN YOUR APPROVED GRANT BUDGET APPLY.)

PERSONNEL COSTS

1. Includes itemized monthly or hourly salary rate. Fringe benefits are included under personnel costs.
2. Payments for salaries and wages shall be supported by a time and attendance report, based on an after-the-fact distribution of time, which shows details of the activities performed. All time and attendance reports must be signed by the employee and supervisor. Electronic signatures are accepted.
3. Federal guidelines prohibit using federal grant funds to pay for routine and/or existing state or local expenditures.
4. If the grant contains personnel services as part of the award, a job description for each position listed in the budget must be available to the OHSP upon request.

For enforcement grants (and all sub-recipients and contractors) - See program requirements Section 5.

For non-enforcement grants – The grantee (and all sub-recipients and contractors) must maintain activity logs which document the actual amount of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial

reimbursement request.

5. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates . Only those fringe benefit costs that increase because of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers comp, and retirement, but if any of these costs are structured so that they do not increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50% of the position is grant funded, 50% of the fringes benefits can be claimed.) Fringe benefit rates must be reasonable and in accordance with federal cost principles.

6. The rate of pay for grant-funded enforcement shall be determined according to the grantee's (and all sub-recipients and contractors) policy, contract, or employment agreement. Overtime rates must be applied consistently to all activities of an agency – higher rates may not be established just for federal grants.

7. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

The Grantee will follow Title 2 Code of Federal Regulations part 200.318, 200.321, 200.323, 200.326, 200.330, and Appendix II to Part 200.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. Contracts are allowable when necessary, to achieve the goals of the grant agreement. Costs are allowable for products, highway safety consultants, personal services, and/or individuals for support services, provided applicable state and local procurement procedures are followed and documentation is available that describes the official contract and procurement practices . Contracts and procurements must include “special provisions” as provided by the OHSP. The grantee is responsible for verifying contractor eligibility by checking the national List of Parties Excluded from Federal Procurement and Non-Procurement Programs list available at www.govinfo.gov or adding a self-certification clause or condition to the contract.

All grantees (and all sub-recipients and contractors) awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments, §18.36 Procurement. A signed copy of the contract, including the fully listed federal certifications and assurances, shall be submitted to the OHSP upon completion and is required for processing and approval of financial reimbursement requests.

The grantee is responsible for managing all contracts issued using the OHSP grant funds including :

- Ensuring the contractor complies with all contract provisions.
- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms .
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice .
- Ensuring that all Personnel Activity log requirements are met.

Special Provisions

The grantee must insert in all contracts and funding agreements the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations , as may be amended from time to time.

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 herein.
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA.
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. ***To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.***

OPERATING COSTS

1. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed. These are costs not covered under other budget categories, including services not requiring contractual agreements and minor equipment such as office supplies, printing, and educational materials.
2. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved but will generally be the Internal Revenue Service (IRS) business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.
3. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.

TRAVEL COSTS

Out-of-state travel funded by federal; grant funds requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to OHSP approval.

Reimbursement:

The grantee will be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement. The Grantee will have established and follow documented Travel Policies.

1. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the grantee's published travel rates or the allowable State of Michigan travel rates. Exceptions require OHSP approval during the grant application process. Grantees requesting an exception will attach their organization's travel policy when the first grant draft is submitted. The policy must be applicable to all organization travel. Policies will be reviewed by the OHSP fiscal manager for approval, and cannot exceed the current federal travel reimbursement rates.
2. State of Michigan travel rates may be found at the following website:
https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html

EQUIPMENT (INCLUDES SOFTWARE)

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.
2. Equipment purchases shall be initiated within the time period specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason a grantee is unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.

3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life, whether the project or program continues to be supported by the Federal award.
4. If the equipment is disposed of, or ceases to be used for highway safety activities, and the equipment is determined to have a Current Fair Market Value of \$5,000 or more, the OHSP reserves the right to retain or transfer title to all items. The OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:
- a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.
 - b. For vehicles, Kelly Blue Book, National Automobile Dealer Association (NADA) Guides, or a similar third-party vehicle valuation service, may be used when valuing the condition of the vehicle.
 - c. If a fair market value based on appraisal or a third-party valuation service cannot be determined, the value may be based on IRS depreciation schedules. Only straight-line depreciation may be used.
5. Equipment with a cost of \$5,000 or more shall be tagged by the grantee for inventory control purposes. In addition, the OHSP Equipment Record System Form with all applicable information completed shall be submitted with the prospective participant's or sub-recipient's reimbursement request. The grantee (and all sub-recipients and contractors) shall complete an equipment inventory form sent to them by the OHSP each year that the value remains \$5,000 or more, and shall make the item available for physical review by the OHSP staff when requested.
6. All equipment purchases with NHTSA funds shall comply with the Buy America Act requirements before costs will be reimbursed. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy America Act.
7. Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

COLLECTION OF UNALLOWABLE COSTS

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements of this part, and Part 200.300 Statutory and national policy requirements through 200.309 Period of performance.

INDIRECT COSTS

Indirect costs cannot be specified in all situations because of the diverse characteristics and accounting practices of governmental units. Typical examples of indirect costs may include certain state/local central service costs, general administration of the grantee department or agency, accounting and personnel services performed within the grantee department or agency, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, etc. If the grantee or sub recipients does not have a federal cognizant agency, the OHSP will service in this capacity.

2 CFR provides guidance on indirect cost as follows:

Section 200.414 Indirect (F&A) Cost -(F): In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has not negotiated an indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged

or inconsistently charged as both. **If chosen, this methodology once elected must be used consistently for all Federal awards** until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

CONFLICT OF INTEREST AND CODE OF CONDUCT STANDARDS

1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations Section 200.318 (c) (1) and (2). 2 CFR 1201.112.
2. The Grantee must have established conflict of interest policies, in accordance with Title 2 Code of Federal Regulations Section 200.112.
3. The Grantee will uphold high ethical standards and is prohibited from:
 - a. Holding or acquiring an interest that would conflict with this Agreement .
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement .
 - c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value ; or
 - d. Paying or agreeing to pay any person, other than employees and consultants upon the award of this Agreement .

TERMINATION

The OHSP retains the right to terminate a grant for failure to meet the grant management requirements . When a grant is terminated by the OHSP, the grantee or sub-recipient shall not be eligible to seek grant funding for a period of two years. To obtain a grant after the two-year period, the grantee or sub-recipients will be required to submit written assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring.

NOTE: The Grant Project Director and Authorized Official have certified that they have read and with comply with these GMRs as part of the grant application approval process in the online grants system with the OHSP.

REFERENCES

Statute

Highway Safety Act of 1996: [U.S.C. Chapter 4](#)

Rules

The rules which govern the Highway Safety Grant Programs is available at: [Part 1300 - Uniform procedures for state highway safety grant programs](#)

Title 2: Grants and agreements Part 200 (2 CFR 200) [Uniform administrative requirements, cost principles, and audit requirements for federal awards](#)

[Federal Electronic Code of Regulations](#)

Other

[NHTSA allowable and unallowable costs](#)

[NHTSA Highway Safety Grants Program Resource Guide](#)

Project Director Agreement *(required to submit Draft Application):*

[✓] Click here to affirm that you have read and agree to comply with the Grant Management Requirements . *

Authorized Official Agreement *(required to submit Final Application):*

[✓] Click here to affirm that you have read and agree to comply with the Grant Management Requirements . *

HIGHWAY SAFETY GRANT APPLICATION

Certification

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

CERTIFICATION BY PROJECT DIRECTOR

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Mr. Randall Hon	TITLE Sergeant
ADDRESS 120 W Michigan Ave Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER 517-898-5727
FAX NUMBER	EMAIL ADDRESS randall.hon@lansingmi.gov

AGENCY CONTACT PERSON (if different than grant Project Director)

NAME	TITLE
ADDRESS	
AGENCY	PHONE NUMBER
FAX NUMBER	EMAIL ADDRESS

HIGHWAY SAFETY GRANT APPLICATION

Certification

FY 2022

Project Title: Ingham County DUI, Seat Belt and Speed Overtime Traffic Enforcement

Applicant: Lansing Police Department

CERTIFICATION BY FINANCIAL OFFICER

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Joe McClure	TITLE Budget Control Supervisor
ADDRESS 120 E. Michigan Ave. Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER 517-483-4808
FAX NUMBER	EMAIL ADDRESS joe.mcclure@lansingmi.gov

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Capt. Robert Backus	TITLE Captain
ADDRESS 120 W Michigan Lansing MI 48933 Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER 517-483-6883
FAX NUMBER	EMAIL ADDRESS robert.backus@lansingmi.gov

DRAFT

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, In August 2021, the Lansing Police Department submitted a grant application to the Michigan Office of Highway Safety Planning for extra overtime funding to be utilized for a high visibility impaired driving and seatbelt enforcement program; and

WHEREAS, Michigan traffic crash data from 2015-2019 identified a high number of people seriously injured or killed where 1) the traffic crash was coded as alcohol-involved and/or drug-involved, or 2) the occupants were in passenger vehicles and the crash was coded as no belts or child restraint not used/used improperly and 3) the crashes included at least one driver speeding; and

WHEREAS, the grant-funded overtime must focus on traffic stops for hazardous moving violations during times and on roadways experiencing fatal and serious injury traffic crash problems; and

WHEREAS, the expectation is zero tolerance for seat belt, child restraint, DUI violations, and any other hazardous moving violations during the grant-funded high-visibility enforcement efforts; and

WHEREAS, during the span December 1, 2021 to September 5, 2022, the grant has five enforcement periods; and

WHEREAS, the Lansing Police Department was informed on October 20, 2021, that it has been selected to receive funding in the amount of \$68,487; and

WHEREAS, the funding covers roughly 700 hours and overtime and overtime related fringes; and

WHEREAS, there is no local match requirement for the grant.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Office of High Safety Planning grant in the amount of \$68,487 for the program period (December 1, 2021 through September 5, 2022); and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded funds.